

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant  Mercury Public Affairs, LLC	2. Registration No.  6170
3. Name of Foreign Principal Turkey-U.S. Business Council (TALK)	4. Principal Address of Foreign Principal River Plaza Buyukdere Cd. Bahar Sk. No: 13/10 34394 Levent/IST Turkey

5. Indicate whether your foreign principal is one of the following:

☐ Government of a foreign country<sup>1</sup>  
☐ Foreign political party  
☒ Foreign or domestic organization: If either, check one of the following:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group
<input checked="" type="checkbox"/> Association	<input type="checkbox"/> Other ( <i>specify</i> ) _____

☐ Individual-State nationality \_\_\_\_\_

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

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7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

## 8. If the foreign principal is not a foreign government or a foreign political party:

## a) State the nature of the business or activity of this foreign principal.

The principal consists of private member companies that have business ties with the U.S. The principal creates platforms that strengthen economic relations between Turkey and the U.S. by organizing conferences, summits, and dinners, and preparing briefings, summaries, and other literature.

## b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

The principal consists of private member companies that have business ties with the U.S. Principal operates under the Foreign Economic Relations Board of Turkey (DEIK), which in turn operates indirectly under the auspices of the Turkish Ministry of Trade (MOT). While the MOT maintains some limited oversight authority over DEIK to ensure its continuity of operations, registrant has been informed that the Turkish government does not finance, control, or direct the activities of DEIK, or in turn, those of principal. DEIK's interactions with principal are limited to providing logistical support, similar to the support provided to approximately 142 other business councils.

For the purposes of this registration and due to overlapping priorities, registrant's work will likely entail coordination and collaboration with DEIK. In addition to the explanation above, the contract is fully-financed by the principal, registrant's services will be directed by the principal, and registrant understands the principal to be a non-governmental entity. Despite these facts, registrant has opted to file this registration in an abundance of caution.

## 10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

The principal consists of private member companies that have business ties with the U.S. Principal operates under the Foreign Economic Relations Board of Turkey (DEIK), which in turn operates indirectly under the auspices of the Turkish Ministry of Trade (MOT). While the MOT maintains some limited oversight authority over DEIK to ensure its continuity of operations, registrant has been informed that the Turkish government does not finance, control, or direct the activities of DEIK, or in turn, those of principal. DEIK's interactions with principal are limited to providing logistical support, similar to the support provided to approximately 142 other business councils. For the purposes of this registration and due to overlapping priorities, registrant's work will likely entail coordination and collaboration with DEIK.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature	<b>Sign</b>
January 30, 2020	Leonardo Dosoretz, Counsel	/s/ Leonardo Dosoretz	eSigned



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  Mercury Public Affairs, LLC	2. Registration No.  6170
3. Name of Foreign Principal  Turkey-U.S. Business Council (TAIK)	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Please see the attached agreement. Registrant will provide strategic consulting and management services, including public relations and business diplomacy services, which extends to supporting the advancement of bilateral relations and understanding. Work may entail outreach to U.S.-based media and U.S. government officials and staff.

## 8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Please see the attached agreement. Registrant will provide strategic consulting and management services, including public relations and business diplomacy services, which extends to supporting the advancement of bilateral relations and understanding. Work may entail outreach to U.S.-based media and U.S. government officials and staff.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Please see the attached agreement. Registrant will provide strategic consulting and management services, including public relations and business diplomacy services, which extends to supporting the advancement of bilateral relations and understanding. Work may entail outreach to U.S.-based media and U.S. government officials and staff.

## EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature	<input type="text" value="Sign"/>
January 30, 2020	Leonardo Dosoretz, Counsel	/s/ Leonardo Dosoretz	eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

December 24, 2019

DEİK/Turkey-U.S. Business Council (TAIK)  
River Plaza, Buyukdere Cad. Bahar Sk. No: 13/10  
34394 Levent  
Istanbul, Turkey

Re: TAIK/Mercury Consulting Services Agreement; extension

Dear Mr. Çolak:

As you know, the Turkey-U.S. Business Council (TAIK) and Mercury Public Affairs, LLC (Mercury) entered into a Consulting Services Agreement on February 15, 2018, concerning strategic consulting services to be provided to your organization by Mercury.

We have now agreed to confirm and extend that agreement, subject to certain revisions and modifications.

Therefore, in consideration of the mutual representations and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, we have mutually agreed that the Consulting Services Agreement (the "Agreement") referenced above, which is attached hereto as Exhibit A and incorporated herein, is confirmed, extended and modified as follows:

- (1) Paragraph 3 of the Agreement shall be deleted and in its place shall be substituted the following:

3. Term. The term of this agreement shall begin on January 1, 2020, and it will continue in effect until December 31, 2020 (the "Term"). The Term of the Agreement shall continue on a month to month basis thereafter, unless terminated by either party on thirty (30) days' prior written notice to the other party.

- (2) Schedule 1 of the Agreement shall be deleted, and in its place shall be substituted the following:

Mercury Public Affairs, LLC will provide strategic consulting and management services ("Services") specific to issues facing the Client in the following areas:

- Promotion of Turkish business interests in the United States
- Services will include public relations and lobbying.

Consultant and Client will comply with the provisions of all federal, state, and local laws, regulations, and requirements pertaining to the performance of Services under this Agreement





(3) Schedule 2 of the Agreement shall be deleted, and in its place shall be substituted the following:

For Services identified in Schedule One, Client will pay Mercury Public Affairs, LLC the following fees in U.S. dollars (\$):

- ❖ \$200.000,00 for the first payment in January 2020
- ❖ \$200.000,00 for the second payment in April 2020
- ❖ \$200.000,00 for the third payment in July 2020
- ❖ \$200.000,00 for the fourth payment in October 2020
- ❖ \$200.000,00 for the fifth payment in December 2020

Consultant will not perform Services until this Agreement is duly signed and executed by Client and delivered to Consultant. Payments shall be made by wire transfers to Consultant's bank per attached Schedule 4.

The expenses of the Consultant team such as travel and accommodation during carrying out their functions which have received prior- confirmation in written form by Client will be billed to the Client and the payment for the mentioned expenses shall be made to Consultant within thirty (30) days after the invoice of expense is rendered.

(4) All other terms, provisions, and conditions of the Agreement are hereby incorporated at this point as fully as if copied verbatim herein, and are made a part hereof, and the parties agree to said terms and agree to be bound thereby.

Please confirm that the above accurately reflects our agreement by signing in the appropriate place below. A copy will be returned to you for your records.

With kindest regards,

Morris Reid

Mercury Public Affairs LLC



Signed and Agreed

DEİK/Turkey-U.S. Business Council

By: 

Date: 24 / 12 /2019

DEİK/Turkey-U.S. Business Council

By: 

Date: 24 / 12 /2019

Mercury Public Affairs, LLC

By: 

Date: 30 / 12 /2019